UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

YOISLER HERRERA-ENRIQUEZ,
DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ,
BELKIS SOCA-FERNANDEZ, and
DAVID SOSA-BALADRON,

Defendants.
_________________________________/

No. 1:16-cr-00062

Hon. Paul L. Maloney

SECOND SUPERSEDING INDICTMENT

The Grand Jury charges:

COUNT 1
(Conspiracy to Commit Mail Fraud)

Beginning in or about April 2012, and continuing to in or about May 2015, in Kent and Ingham Counties, in the Western District of Michigan, Southern Division,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ,
BELKIS SOCA-FERNANDEZ, and
DAVID SOSA-BALADRON,**

defendants, did knowingly combine, conspire, confederate and agree with each other, and others known to the grand jury, to devise a scheme and artifice to defraud no-fault automobile insurance companies of money and property by means of materially false and fraudulent pretenses, representations and promises, and did, in order to execute the scheme, knowingly place, or cause to be placed, in a post office or authorized depository for mail matter, certain HCFA Form 1500 Health Insurance Claim Forms and supporting documents, to be sent or delivered by the United States Postal Service, all in violation of Title 18, United States Code, Sections 1349 and 1341.

INTRODUCTION

A. The Defendants

1. **YOISLER HERRERA-ENRIQUEZ** is an individual who resided in Kent County, Michigan. At times relevant to this Second Superseding Indictment, **YOISLER HERRERA-ENRIQUEZ** owned and operated H&H Rehab Center, L.L.C, 1880 28th Street, Wyoming, Michigan.

2. **ANTONIO RAMON MARTINEZ-LOPEZ** is an individual who resided in Wyoming, Michigan. At times relevant to this Second Superseding Indictment, **ANTONIO RAMON MARTINEZ-LOPEZ** owned and operated Revive Therapy Center, L.L.C., in the city of Wyoming, Kent County, Michigan.

3. Gustavo Ramiro Acuna-Rosa is an individual who resided in Lansing and Wyoming, Michigan. At times relevant to this Second Superseding Indictment, Gustavo Ramiro Acuna-Rosa owned and operated Renue Therapy Center, L.L.C., located in the city of Lansing, Ingham County, Michigan.

4. **DOLIS ROJAS-LOPEZ** is an individual who resides in Kent County, Michigan, and owns and operates a retail business in Wyoming, Michigan. **DOLIS ROJAS-LOPEZ** recruited individuals to act as patients at the clinics owned by her co-conspirators.

5. **BELKIS SOCA-FERNANDEZ** is an individual who resides in Tampa, Florida, who financed and directed the opening of the various physical therapy clinics in Michigan, remained involved in their management, and profited from their operation.

6. **DAVID SOSA-BALADRON** is an individual who resides in Tampa, Florida, and who financed and directed the opening of the various physical therapy clinics in Michigan, remained involved in their management, and profited from their operation.

B. Michigan's No-Fault Act

7. At all times relevant to this Second Superseding Indictment, Farmers Insurance was an automobile insurance company within the meaning of Michigan's Uniform Motor Vehicle Accident Reparations Act, commonly known as the Michigan No-Fault Act, MCL § 500.3101 *et seq*. Farmers Insurance provided no-fault automobile insurance in Michigan through its affiliated company, 21st Century Premier Insurance Company.

8. The Michigan No-Fault Act requires that all drivers purchase and maintain a policy of no-fault automobile insurance. MCL § 500.3101(1).

9. Each policy of no-fault automobile insurance must provide "personal protection insurance benefits" for "accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle." MCL § 500.3105(1).

10. These "personal protection insurance benefits" include the payment of "all reasonable charges incurred for reasonably necessary products, services and accommodations for an injured person's care, recovery, or rehabilitation." MCL § 500.3107(a). This section of Michigan's No-Fault Act ensures that individuals injured in automobile accidents receive payment for any reasonably necessary medical care and treatment caused by the motor vehicle accident.

THE MANNER AND MEANS AND OBJECT OF THE CONSPIRACY

11. To carry out the conspiracy to defraud no-fault automobile insurers, Gustavo Ramiro Acuna-Rosa, and defendants **YOISLER HERRERA-ENRIQUEZ** and **ANTONIO MARTINEZ-LOPEZ**, acting at the direction of and with the financial backing of **BELKIS SOCA-FERNANDEZ** and **DAVID SOSA-BALADRON**, opened businesses under several different names in Lansing and Wyoming, Michigan. Defendants' businesses claimed to be legitimate therapy and rehabilitation clinics. The object of the conspiracy was to profit by billing

no-fault automobile insurers for false and fraudulent therapy or medical treatment through these businesses.

12. In order to develop business for their clinics, **YOISLER HERRERA-ENRIQUEZ,** Gustavo Ramiro Acuna-Rosa, and **ANTONIO RAMON MARTINEZ-LOPEZ** used patient-recruiters, including **DOLIS ROJAS-LOPEZ**, to find individuals who were willing to participate in staged automobile accidents or who had experienced their own automobile accident but who were not truly in need of any medical treatment.

13. Defendants paid these individuals cash, typically between $500.00 and $1,000.00, to claim that they suffered injuries during the automobile accidents that they truly did not suffer, or to claim that they needed treatment that they truly did not need, and to become patients of their clinics.

14. These individuals signed treatment forms and other documents that made it appear as if they received physical therapy or other health care services for their alleged injuries that they did not actually receive.

15. It was further part of the conspiracy to defraud that after obtaining the signatures of these individuals on the treatment forms, defendants then completed HCFA 1500 Health Insurance Claim Forms for these individuals. These claim forms were materially false and fraudulent because they represented that defendants provided physical therapy services and other health care services to these individuals that were not in fact provided.

16. Defendants mailed these materially false and fraudulent HCFA 1500 Health Insurance Claim Forms to the relevant no-fault automobile insurance companies, along with false supporting documentation, through the United States Postal Service, and received payment for physical therapy services and other medical care and treatment that was not actually provided.

17. Between January 2014 and May 2015 alone, defendants submitted over one hundred false and fraudulent health care insurance claim forms to 21st Century Premier Insurance Company for two confidential informants of the United States and were paid over $50,000.00. Many other false and fraudulent healthcare insurance claim forms were submitted to other no-fault automobile insurance companies between April 2012 and May 2015, which resulted in fraudulent insurance payments of over $700,000.00.

OVERT ACTS AND MAILINGS

In furtherance of the conspiracy, and to effect the objects of the conspiracy, the following overt acts, among others, were committed by at least one co-conspirator and the following mailings sent, or caused to be sent, by the co-conspirators, in the Western District of Michigan:

1. In or about April 2012, **ANTONIO RAMON MARTINEZ-LOPEZ** caused Articles of Organization to be filed with the State of Michigan for Revive Therapy Center L.L.C. These Articles of Organization were filed at the direction of **BELKIS SOCA-FERNANDEZ** and **DAVID SOSA-BALDARON** who wanted to establish therapy clinics in Michigan and who provided **ANTONIO RAMON MARTINEZ-LOPEZ** with financial assistance to establish his clinic.

2. On or about October 13, 2012, Gustavo Ramiro Acuna-Rosa, at the direction of **ANTONIO RAMON MARTINEZ-LOPEZ** and **BELKIS SOCA-FERNANDEZ**, participated in a staged automobile accident and falsely claimed injuries necessitating treatment for which **ANTONIO RAMON MARTINEZ-LOPEZ** and **BELKIS SOCA-FERNANDEZ**, through Revive Therapy Center L.L.C., submitted numerous false and fraudulent HCFA 1500 Health Insurance Claim Forms to a no-fault automobile insurance company for medical care and treatment that was not actually provided.

3. In or about May 2013, Gustavo Ramiro Acuna-Rosa filed Articles of Organization with the State of Michigan for Renue Therapy Center, L.L.C., with the assistance of **ANTONIO RAMON MARTINEZ-LOPEZ**. Gustavo Ramiro Acuna-Rosa filed these Articles of Organization after **BELKIS SOCA-FERNANDEZ** approached him about opening a therapy clinic in Lansing, Michigan. **BELKIS SOCA-FERNANDEZ** provided Gustavo Ramiro Acuna-Rosa with the necessary financial support to open Renue Therapy Center, L.L.C., in Lansing, Michigan, participated in the hiring of employees, and prepared the insurance billings.

4. On or about October 21, 2013, an individual with initials R.P. had an automobile accident and informed **YOISLER HERRERA-ENRIQUEZ**. **YOISLER HERRERA-ENRIQUEZ** offered to pay R.P. to sign treatment forms claiming that he received treatment at H&H Rehab Center, L.L.C. and **YOISLER HERRERA-ENRIQUEZ** then submitted numerous false and fraudulent HCFA 1500 Health Insurance Claim Forms to a no-fault automobile insurance company for medical care and treatment that was not actually provided to R.P.

5. On or about November 11, 2013, **DAVID SOSA-BALDARON, BELKIS SOCA-FERNANDEZ**, and two other male individuals known to the grand jury, participated in a staged automobile accident on Delta River Drive in Eaton County, Michigan. **BELKIS SOCA-FERNANDEZ** then claimed false injuries to a physician in Wyoming, Michigan, in order to receive a prescription for physical therapy. **BELKIS SOCA-FERNANDEZ** and Gustavo Ramiro Acuna-Rosa then caused the submission by means of the United States Postal Service of numerous false and fraudulent HCFA 1500 Health Insurance Claim Forms to a no-fault automobile insurance company for medical care and treatment that was not actually provided to **BELKIS SOCA-FERNANDEZ**.

6. On or about February 18, 2014, **DOLIS ROJAS-LOPEZ** met with a female confidential informant of the United States (CI-1) at **DOLIS ROJAS-LOPEZ's** place of

business and then led CI-1 to H&H Rehab Center for the purpose of meeting with **YOISLER HERRERA-ENRIQUEZ** and preparing to become involved in the conspiracy to defraud no-fault automobile insurance companies.

7. On or about March 6, 2014, CI-1 met with **DOLIS ROJAS-LOPEZ** at **DOLIS ROJAS-LOPEZ's** place of business in Wyoming, Michigan and was instructed on how to falsely claim injuries from her automobile accident. **DOLIS ROJAS-LOPEZ** then introduced CI-1 to Gustavo Ramiro Acuna-Rosa, who drove CI-1 to a physician's office at a different location in Wyoming, Michigan, where CI-1 falsely claimed injuries to a physician, obtained from the physician an order for therapy or rehabilitation, and provided the order to Gustavo Ramiro Acuna-Rosa. **DOLIS ROJAS-LOPEZ** and Gustavo Ramiro Acuna-Rosa then paid CI-1 $500 for her agreement to participate in the conspiracy to fraudulently bill no-fault automobile insurance companies.

8. On or about March 22, 2014, CI-1 met with Gustavo Ramiro Acuna-Rosa. **ANTONIO RAMON MARTINEZ-LOPEZ** accompanied Gustavo Ramiro Acuna-Rosa and provided him with treatment forms and other documents. Gustavo Ramiro Acuna-Rosa directed CI-1 to sign the documents provided by **ANTONIO RAMON MARTINEZ-LOPEZ** to make it appear as if she received physical therapy or other medical care or treatment on several different dates.

9. On or about March 26, 2014, Gustavo Ramiro Acuna-Rosa, or others acting at his direction, mailed HCFA 1500 Health Insurance Claim Forms for services allegedly provided to CI-1, from Lansing, Michigan, to 21st Century Premier Insurance Company in Oklahoma City, Oklahoma, by way of the United States Postal Service. These health insurance claim forms were fraudulent because they falsely represented that Renue Therapy Center, L.L.C provided physical

therapy services and other medical care and treatment to CI-1 between March 6, 2014, and March 14, 2014, when in fact no services had been provided.

10. On or about September 10, 2014, **DOLIS ROJAS-LOPEZ** met with a male confidential informant of the United States ("CI-2") for the purpose of soliciting CI-2 to participate in the conspiracy to defraud no-fault automobile insurance companies. **DOLIS ROJAS-LOPEZ** offered CI-2 the payment of $1,000.00 for his participation and told him that she would have other individuals schedule a time for him to meet with a physician the following week.

11. On October 2, 2014, **YOISLER HERRERA-ENRIQUEZ** paid $280.00 to CI-1 for her agreement to continue the scheme to defraud no-fault automobile insurance companies with his physical therapy clinic, H&H Rehab Center. At the direction of **YOISLER HERRERA-ENRIQUEZ,** CI-1 signed numerous treatment forms for multiple dates to make it appear as if she had received physical therapy or other medical care or treatment on those dates. **YOISLER HERRERA-ENRIQUEZ** told CI-1 he would initially bill the insurance company four times a week for two months, but that the billings could continue for up to one year depending upon the insurance company. **YOISLER HERRERA-ENRIQUEZ** directed CI-1 to visit H&H Rehab Center once in a while to make it look like traffic was coming in and out of the clinic.

12. On or about October 8, 2014, **YOISLER HERRERA-ENRIQUEZ** or others acting at his direction, mailed HCFA 1500 Health Insurance Claim Forms for services allegedly provided to CI-1, from Grand Rapids, Michigan, to 21st Century Premier Insurance Company in Oklahoma City, Oklahoma, by way of the United States Postal Service. These health insurance claim forms were fraudulent because they falsely represented that H&H Rehab Center provided

physical therapy services and other medical care and treatment to CI-1 between September 9, 2014, and October 1, 2014, when in fact no services had been provided.

13. On October 31, 2014, **YOISLER HERRERA-ENRIQUEZ** met with CI-1 at H&H Rehab Center. **YOISLER HERRERA-ENRIQUEZ** paid CI-1 $500.00 for her continued participation in the scheme to defraud no-fault automobile insurance companies and directed CI-1 to bring CI-2 to meet with him the following week to discuss CI-2's participation in the conspiracy.

14. On or about January 6, 2015, **YOISLER HERRERA-ENRIQUEZ** or others acting at his direction, mailed HCFA 1500 Health Insurance Claim Forms for services allegedly provided to CI-2, from Grand Rapids, Michigan, to 21st Century Premier Insurance Company in Oklahoma City, Oklahoma, by way of the United States Postal Service. These health insurance claim forms were fraudulent because they falsely represented that H&H Rehab Center provided physical therapy services and other medical care and treatment to CI-2 between November 10, 2014, and November 26, 2014, when in fact no services had been provided.

18 U.S.C. § 1349
18 U.S.C. § 1341

COUNTS 2-19
(Health Care Fraud)

The United States incorporates by reference Count 1, paragraphs 1 through 17, and overt acts 1 through 14 above, as if fully set forth herein as a scheme to defraud.

From in or about April 2012, and continuing to in or about May 2015, in the Southern Division of the Western District of Michigan,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ,
BELKIS SOCA-FERNANDEZ, and
DAVID SOSA-BALADRON,**

defendants, knowingly and willfully executed, and aided and abetted one another in the execution of, a scheme and artifice to defraud and to obtain money from various health care benefit programs, by means of false and fraudulent pretenses and representations in connection with the delivery of and payment for health care services.

In execution of the scheme to defraud, defendants submitted, or aided one another in the submission of, the following false and fraudulent health care claims, which claims were false and fraudulent because they represented that physical therapy and other health care services were provided when in truth and in fact they were not:

COUNT	ALLEGED PATIENT	INSURER/ HEALTH CARE BENEFIT PROGRAM	ALLEGED DATES OF SERVICE	DATE OF CLAIM	AMOUNT	DEFENDANTS
2	Belkis Soca-Fernandez	Geico	1/17/14 to 1/20/14	1/30/14	$213.54	Belkis Soca-Fernandez; David Sosa
3	Belkis Soca-Fernandez	Geico	1/20/14 to 1/21/14	1/30/14	$199.24	Belkis Soca-Fernandez; David Sosa
4	Wilber Perez-Soca	Geico	1/21/14 to 1/23/14	1/30/14	$143.68	Belkis Soca-Fernandez; David Sosa
5	CI-1	21st Century	03/06/14	03/31/14	$159.30	All
6	CI-1	21st Century	03/06/14 to 03/07/14	03/31/14	$182.12	All
7	CI-1	21st Century	03/07/14 to 03/10/14	03/31/14	$190.74	All

COUNT	ALLEGED PATIENT	INSURER/ HEALTH CARE BENEFIT PROGRAM	ALLEGED DATES OF SERVICE	DATE OF CLAIM	AMOUNT	DEFENDANTS
8	CI-1	21st Century	03/11/14 to 03/12/14	03/31/14	$191.68	All
9	CI-1	21st Century	03/13/14 to 03/14/14	03/31/14	$199.26	All
10	CI-1	21st Century	09/09/14	10/13/14	$300.00	Herrera-Enriquez; Rojas-Lopez
11	CI-2	21st Century	11/10/14	1/12/15	$300.00	Herrera-Enriquez; Rojas-Lopez
12	CI-1	21st Century	11/3/14	11/29/14	$253.34	Herrera-Enriquez; Rojas-Lopez
13	CI-1	21st Century	11/12/14	11/29/14	$273.34	Herrera-Enriquez; Rojas-Lopez
14	CI-1	21st Century	11/24/14	11/29/14	$233.34	Herrera-Enriquez; Rojas-Lopez
15	CI-2	21st Century	11/10/14	1/12/15	$215.68	Herrera-Enriquez; Rojas-Lopez
16	CI-2	21st Century	11/10/14 to 11/11/14	1/12/15	$268.82	Herrera-Enriquez; Rojas-Lopez
17	CI-2	21st Century	11/25/14	1/12/15	$253.34	Herrera-Enriquez; Rojas-Lopez
18	CI-2	21st Century	03/02/15	04/07/15	$260.92	Herrera-Enriquez; Rojas-Lopez
19	CI-2	21st Century	03/20/15	04/07/15	$240.92	Herrera-Enriquez; Rojas-Lopez

18 U.S.C. § 1347
18 U.S.C. § 2
18 U.S.C. § 24(b)

COUNTS 20-29
(Mail Fraud)

The United States incorporates by reference Count 1, paragraphs 1 through 17, and overt acts 1 through 14 above, as if fully set forth herein as a scheme to defraud.

From in or about April 2012, and continuing to in or about May 2015, in the Southern Division of the Western District of Michigan,

YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ, ANTONIO RAMON MARTINEZ-LOPEZ, BELKIS SOCA-FERNANDEZ, and DAVID SOSA-BALADRON,

defendants, having devised and intending to devise a scheme and artifice to defraud no-fault automobile insurance companies of money and property by means of material false and fraudulent pretenses, representations and promises, did, in order to execute the scheme, send and deliver by the United States Postal Service, and knowingly cause to be sent and delivered by the United States Postal Service, according to the directions thereon, the following materially false HCFA 1500 Health Insurance Claim Forms and supporting documents:

COUNT	ALLEGED PATIENT	INSURER	ALLEGED DATES OF SERVICE	DATE OF MAILING	DEFENDANT
20	Belkis Soca-Fernandez	Geico	01/15/14 to 01/21/14	02/04/14	Belkis Soca-Fernandez; David Sosa
21	Wilber Perez-Soca	Geico	01/21/14 to 01/24/14	02/04/14	Belkis Soca-Fernandez; David Sosa
22	CI-1	21st Century	03/06/14 to 03/14/14	03/26/14	All
23	CI-1	21st Century	05/01/14 to 5/17/14	05/27/14	All
24	CI-1	21st Century	09/09/14	10/08/14	Herrera-Enriquez; Rojas-Lopez
25	CI-1	21st Century	09/09/14 to 09/30/14	10/08/14	Herrera-Enriquez; Rojas-Lopez
26	CI-2	21st Century	11/10/14	01/06/15	Herrera-Enriquez; Rojas-Lopez
27	CI-2	21st Century	11/10/14 to 11/26/14	01/06/15	Herrera-Enriquez; Rojas-Lopez
28	CI-1	21st Century	02/09/15 to 02/27/15	04/01/15	Herrera-Enriquez; Rojas-Lopez

COUNT	ALLEGED PATIENT	INSURER	ALLEGED DATES OF SERVICE	DATE OF MAILING	DEFENDANT
29	CI-2	21st Century	03/02/15 to 03/20/15	04/01/15	Herrera-Enriquez; Rojas-Lopez

18 U.S.C. § 1341

COUNT 30
(Unlawful Procurement of Naturalization)

The United States incorporates by reference Counts 1 through 29, and overt acts 1 through 14 above, as if fully set forth herein.

On or about February 8, 2013, in Kent County, in the Southern Division of the Western District of Michigan,

ANTONIO RAMON MARTINEZ-LOPEZ,

defendant, knowingly procured and attempted to procure, contrary to law, his own naturalization as a United States citizen, by knowingly making a false statement in connection with his application for naturalization. Specifically, defendant completed an N-400 Application for Naturalization and affirmed under penalty of perjury that the information contained in the application was true and correct. In fact, as the defendant then and there knew, the defendant made a false and fraudulent statement in the application by answering “No” to question number 15 of Part 10 of the Application asking if he previously committed a crime or offense for which he had not been arrested. As defendant then and there knew, he committed the crimes of health care fraud and mail fraud when he submitted, or caused to be submitted, false and fraudulent HCFA Health Insurance Claim Forms for treatment related to a staged automobile accident of Gustavo Ramiro Acuna-Rosa, which accident occurred on October 13, 2012, as well as for staged automobile accidents for other alleged patients of Revive Therapy Center, L.L.C. Ultimately, the United States Department of Homeland Security, Citizenship and Immigration Service, approved defendant’s naturalization application and he was naturalized at an oath ceremony on August 21, 2013, in Kent County, in the Southern Division of the Western District of Michigan.

18 U.S.C. § 1425(a)

REVOCATION OF CITIZENSHIP

Upon defendant's conviction for unlawfully procuring his naturalization, in violation of 18 U.S.C. § 1425, as charged in Count 30, the Court shall thereupon revoke, set aside and declare void the final order admitting the defendant to citizenship and shall declare the defendant's certificate of naturalization to be canceled.

8 U.S.C. § 1451(e)

COUNT 31
(False Statement to Agents of the United States)

On or about April 20, 2016, in the Western District of Michigan, Southern Division,

YOISLER HERRERA-ENRIQUEZ,

defendant, did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of a department or agency of the United States. Specifically, during an interview with Special Agents of the Federal Bureau of Investigation and the Department of Homeland Security, Homeland Security Investigations, investigating evidence of automobile insurance fraud related to staged automobile accidents and false and fraudulent treatment at various physical therapy clinics, **YOISLER HERRERA-ENRIQUEZ** stated to the Special Agents that **DOLIS ROJAS-LOPEZ** had never been to his therapy clinic, H&H Rehab Center, L.L.C., in Wyoming, Michigan, when as he then and there knew, he had in truth and in fact previously met with **DOLIS ROJAS-LOPEZ** at H&H Rehab Center, L.L.C., on February 18, 2014, when she introduced CI-1 to him for the purpose of participating in the automobile insurance fraud.

18 U.S.C. § 1001(a)(2)

COUNT 32
(False Statement to Agents of the United States)

On or about April 20, 2016, in the Western District of Michigan, Southern Division,

YOISLER HERRERA-ENRIQUEZ,

defendant, did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of a department or agency of the United States. Specifically, during an interview with Special Agents of the Federal Bureau of Investigation and the Department of Homeland Security, Homeland Security Investigations, investigating evidence of automobile insurance fraud related to staged automobile accidents and false and fraudulent treatment at various physical therapy clinics, **YOISLER HERRERA-ENRIQUEZ** stated to the Special Agents that he gave treatment to his patients for every bill that he submitted to an automobile insurance company, when as he then and there knew, he had in truth and in fact submitted numerous bills for treatment despite not having provided any treatment to his patients, including, but not limited to, the bills submitted for CI-1 and CI-2.

18 U.S.C. § 1001(a)(2)

FORFEITURE ALLEGATION
(Conspiracy to Commit Mail Fraud and Mail Fraud)

The allegations contained in Count 1, including paragraphs 1-17 of the introduction and paragraphs 1-14 of the overt acts, and Counts 20-29 of this Second Superseding Indictment, are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

Upon conviction of any of the offenses in violation of Title 18, United States Code, Sections 1349 and 1341 set forth in Counts 1 and 20-29 of this Second Superseding Indictment, the defendants,

YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ,
BELKIS SOCA-FERNANDEZ, and
DAVID SOSA-BALADRON,

shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from, proceeds traceable to the offense. The property to be forfeited includes, but is not limited to, the following:

1. MONEY JUDGMENT: A sum of money equal to at least $732,516.98, which represents the amount of proceeds traceable to the conspiracy charged in Count 1 and the scheme to defraud charged in Counts 20-29 of this Second Superseding Indictment.

2. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty.

the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

18 U.S.C. § 981(a)(1)(C)
21 U.S.C. § 853(p)
28 U.S.C. § 2461(c)
18 U.S.C. § 1341, 1349

FORFEITURE ALLEGATION
(Health Care Fraud)

The allegations contained in Count 2-19 of this Second Superseding Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 982(a)(7).

Pursuant to 18 U.S.C. § 982(a)(7), upon conviction of an offense in violation of 18 U.S.C. § 1347 set forth in Counts 2-19 of this Second Superseding Indictment, the defendants,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ,
BELKIS SOCA-FERNANDEZ, and
DAVID SOSA-BALADRON,**

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense. The property to be forfeited includes, but is not limited to, the following:

1. MONEY JUDGMENT: A sum of money equal to at least $732,516.98, which represents the gross proceeds traceable to the offenses charged in Counts 2-19.

2. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1).

18 U.S.C. § 982(a)(7)
21 U.S.C. § 853(p)
18 U.S.C. § 982(b)(1)
18 U.S.C. § 1347

A TRUE BILL

____
GRAND JURY FOREPERSON

PATRICK A. MILES, JR.
United States Attorney

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RONALD M. STELLA
Assistant United States Attorney